

Oklahoma Department of Consumer Credit (ODCC)
Additional Terms and Conditions

1.1 Prime Supplier Responsibilities

The selected Supplier shall be required to assume responsibility for all services offered in its response whether the Bidder proposes to provide the services directly or through a subcontractor. Further, the selected Bidder shall be the sole point of contact for ODCC with regard to all contractual matters.

1.2 Disclosure of Response Contents

In the event of contract award, all documentation produced as part of the Request for Proposal will become the exclusive property of the State and may not be removed by an employee or agent of the Bidder without the written permission of the State. All responses received from Bidders in response to this Request for Proposal will become the property of the State and will not be returned to the Bidder. The State shall have the right to use any or all ideas or adaptations of the ideas presented in any response reviewed in response to this Request for Proposal. Selection or rejection of a response will not affect this right.

1.3 Alternate Responses

A Bidder may submit more than one response. Each alternate response must be separately bound and identified as an alternate response, and its technical and cost sections must be identified and packaged as described. For each alternate response, a Bidder must adhere to the Oklahoma Small and Minority Business requirements set forth.

1.4 News Releases

News releases pertaining to this project shall not be made without prior written approval of the State. Violation of this section may result in Bidder disqualification.

1.5 Compliance with Law

If selected for award, the Bidder agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the contract. The Bidder shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Oklahoma or any Department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become in arrears during the term of the contract. Any contract executed as a result of this Request for Proposal shall include all provisions necessary to bring the contract into compliance with state procurement laws.

1.6 Liquidated Damages

Liquidated damages shall not be Bid with any Bidder whose response is chosen and incorporated into a final selection agreement. In the event the parties do not reach a mutual agreement, the response will be considered null and void and the next responsive provider will be contacted.

1.7 Trade Secrets

Trade secrets are not solicited or desired, as submissions with responses. If material is submitted which is deemed to be a trade secret, the material should be submitted in a separate clearly marked envelope, with your response.